

[*Orr v. Brown & Root, Inc.*](#), 85-ERA-6 (Sec'y Oct. 2, 1985)

Go to: [Law Library Directory](#) | [Whistleblower Collection Directory](#) | [Search Form](#) | [Citation Guidelines](#)

U.S. DEPARTMENT OF LABOR

SECRETARY OF LABOR
WASHINGTON, D.C.

Case No. 85-ERA-6

Billie Irene Orr,
Complainant

v.

Brown & Root, Inc.
Respondent

DECISION AND ORDER
BACKGROUND

Administrative Law Judge (ALJ) Robert J. Feldman submitted a Recommended Decision and Order to me in this case under the employee protection provision of the Energy Reorganization Act of 1974, as amended (ERA), 42 U.S.C. § 5851 (1982), recommending that the complaint be denied. The facts are fully set forth in the ALJ's decision. Briefly, Ms. Orr was discharged by Brown & Root in February 1984 and filed a complaint under section 5851 alleging the discharge violated the ERA. That complaint was settled by an agreement in July 1984 which provided, among other things, that Brown & Root would provide Ms. Orr with a letter of reference stating only the fact of her employment with the dates, position and rate of pay. Brown & Root also agreed to seal Ms. Orr's personnel record and provide only the above information about her in response to inquiries.

[Page 2]

Ms. Orr agreed to dismissal of her complaint with prejudice.

Brown & Root did not provide the letter of reference until January 1985. On two occasions, in September and October 1984, Brown & Root's attorney and an employee of its personnel department revealed Brown & Root's reason for discharging Ms. Orr. Ms. Orr then filed this complaint in October 1984 alleging that the settlement agreement had

been breached and that new, independent violations of the ERA had been committed against Ms. Orr by Brown & Root. However, on December 12, 1984, the parties stipulated that Ms. Orr's claim of breach of the settlement agreement was withdrawn without prejudice to Ms. Orr's right to seek relief on that claim in another forum.

Ms. Orr moved for summary decision on the remainder of her complaint and Brown & Root moved for dismissal and for summary decision as well. The ALJ granted Brown & Root's motion for summary decision on the grounds that Ms. Orr was not an employee of Brown & Root at the time the alleged violations took place.

DISCUSSION

An agreement to settle litigation is a contract and is subject to the rules of contract interpretation. *Pennwalt Corp. v. Plough, Inc.*, 676 F.2d 77, 79 (3rd Cir. 1982). Such an agreement is specifically enforceable in the court where the agreement was effected. *Id.* at 80. "[C]ourts retain inherent power to enforce agreements entered into in settlement of litigation pending before them." *Aro Corp. v. Allied Witan Co.*, 531 F.2d 1368, 1371 (6th Cir. 1976). Furthermore, as with any contract, the parties' intent controls what is or is not covered by the agreement. *Pennwalt v. Plough, supra*, 676 F.2d 77, 80.

Here, there can be little doubt that the alleged discriminatory acts, failure to provide the letter of reference (implicitly, in a reasonable time), and revelation of Brown & Root's reason for discharging Ms. Orr in February 1984 (the key fact about her employment for which she had bargained confidentiality) were covered by the settlement agreement. (See paragraphs 5 and 6 of agreement of July 24, 1984.) Since the parties have stipulated that breach of the settlement agreement has been withdrawn as a claim in this case, the complaint must be dismissed for that reason. I would note that by ordering dismissal of the complaint in this case for the above reason, I intimate no ruling on the ALJ's stated grounds for dismissal or on any other points raised by the parties.

[Page 3]

Accordingly, it is ordered that this complaint is DISMISSED.

BILL BROCK
Secretary of Labor

Dated: OCT 2 1985
Washington, D.C.